

(c) (1) In addition to the implied warranties set forth in § 10-203 of this article there shall be an implied warranty on common elements from a developer to the council of unit owners. The warranty shall apply to: the roof, foundation, external and supporting walls, mechanical, electrical, and plumbing systems, and other structural elements.

(2) The warranty shall provide that the developer is responsible for correcting any defects in materials or workmanship, and that the specified common elements are within acceptable industry standards in effect when the building was constructed.

(3) The warranty on common elements commences with the first transfer of title to a unit owner. The warranty on any common elements not completed at that time shall commence with the completion of that element or with its availability for use by all unit owners, whichever occurs later. The warranty extends for a period of 3 years.

(4) A suit for enforcement of the warranty on GENERAL common elements shall be brought only by the council of unit owners. A SUIT FOR ENFORCEMENT OF THE WARRANTY ON LIMITED COMMON ELEMENTS MAY BE BROUGHT BY THE COUNCIL OF UNIT OWNERS OR ANY UNIT OWNER TO WHOSE USE IT IS RESERVED.

(d) Notice of a defect shall be given within the warranty period and suit for enforcement of the warranty shall be brought within [a] 1 year of the warranty period.

(e) Warranties shall not apply to any defects caused through abuse or failure to perform maintenance by a unit owner or the council of unit owners.

11-132.

Drawings, architectural plans, or other suitable documents, setting forth the necessary information for location, maintenance, and repair of all condominium facilities, to the extent that they exist, shall be turned over to the council of [condominium] unit owners ~~COUNCIL--OF UNIT-OWNERS~~ upon transfer of control by the developer.

11-135.

(a) [In the event of a] EXCEPT AS PROVIDED IN SUBSECTION (B), A CONTRACT FOR THE resale of a unit by a unit owner other than a developer[, the unit owner shall furnish to a purchaser before execution of any contract for sale of a unit or otherwise before conveyance] IS NOT ENFORCEABLE UNLESS THE CONTRACT OF SALE CONTAINS IN CONSPICUOUS TYPE A NOTICE IN THE FORM SPECIFIED IN SUBSECTION (G)(1), AND THE UNIT OWNER FURNISHES TO THE PURCHASER NOT LATER THAN 15 DAYS PRIOR TO CLOSING: